



GOVERNMENT OF INDIA

# Chandigarh Administration Gazette

Published by Authority

NO. 109]

CHANDIGARH, FRIDAY, SEPTEMBER 02, 2022 ( BHADRA 11, 1944 SAKA)

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

## Notification

The 4th August, 2022

**No. 13/1/9884-HII(2)-2022/11629.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 20/2018 dated 19.07.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

AARTI, HOUSE NO. 1053, RAM DARBAR, PHASE - II, CHANDIGARH. (Workman)

AND

1. SHINE STANDARD, HOUSE NO. 55, SHIVALIK VIHAR, PATIALA ROAD, ZIRAKPUR, DISTRICT MOHALI.
2. T.K. INDIA, PLOT NO. 346-347, INDUSTRIAL AREA, PHASE - I, CHANDIGARH. (Management)

## AWARD

1. Aarti, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*) wherein it is averred that the workman was appointed by management No.1 as Assembler on 16th May, 2016 and was deployed at the work place of management No. 2. The workman worked there up to 30th September, 2017 continuously when her services were illegally and wrongly terminated by refusing work. The workman was drawing ₹ 9,500/- per month as wages at the time of termination. On 01.10.2017 the workman went to attend her normal duty but was refused work by management No.1 on the pretext that management No.2 has directed it to reduce the labour force. Refusal of work, amounts to termination, retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25-F, 25-G & 25-H of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The employees junior to the workman were retained in service and other employees were appointed on her place. The violation of the same makes termination void. The workman had lodged a complaint with the Labour Inspector, Union Territory Chandigarh. The management refused to take the workman back on duty before the Labour Inspector. The workman served upon the managements a demand notice dated 26.10.2017 for her reinstatement. The managements neither replied the demand

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notice nor took the workman back on duty. The Conciliation Officer, Union Territory Chandigarh was requested for his intervention. The management No. 2 did not appear before the Conciliation Officer on any date fixed for settlement whereas management No.1 only sought adjournments but did not settle the dispute. Action of the managements was illegal, wrongful, motivated, against the principles of natural justice and amounts to unfair labour practice. Prayer is made that the workman be reinstated with continuity of service, full back wages and without any change in her service condition.

2. On notice, management No. 1 appeared through its authorized representative and contested the claim of the workman by filing written statement on 04.06.2019, wherein preliminary objections are raised on the ground that the services of the workman were never terminated, therefore, the demand notice was filed. The demand notice is not maintainable. Management No.1 is just a placement / service provider agency and had employed the workman on the requirement of management No. 2. Management No. 2 *vide* its letter dated 24.08.2017 had appraised management No.1 to reduce the work force because of recession. Resultantly, the workman was told to join Max Hospital, Mohali with the same terms & conditions for her employment but she refused to do so. Thus, instead of terminating the services, as alleged by the workman, it is a case of disobedience of lawful order on her part.

3. On merits, it is stated that the workman had worked up to 20.09.2017. The answering management being an outsource / placement / service provider agency had engaged the workman for management No. 2, who *vide* its letter dated 30.09.2017 had reduced its work force on account of recession as there was no work with the management at Chandigarh. Before the Assistant Labour Commissioner, Chandigarh as per letter dated 19.12.2017, the workman was offered appointment at Max Hospital, Mohali with the same terms & conditions but the workman refused to obey the same. The workman is not entitled to reinstatement back in service, as claimed. Remaining averments of the claim of the workman are denied as wrong and prayer is made that the industrial dispute may be answered in favour of the management and against the workman.

4. On notice, management No. 2 appeared through its authorized representative and contested the claim of the workman by filing written statement on 21.08.2018, wherein preliminary objections are raised on the ground that the statement of claim of the workman is not maintainable in the present form and is liable to be dismissed on this sole ground. The workman has not approached this Hon'ble Court with clean hands and has concealed the valueable material in the claim statement. There was contractual agreement dated 14.03.2016 between management No.1 and management No. 2 for providing manpower on contractual basis for a fixed period at the premises of management No. 2 starting from 01.04.2016 to 31.03.2018. The terms & conditions of the contract stipulate that there shall be no relationship of employer & employee between the persons so deployed at the premises of management No. 2. As per applicable statutory provisions of law the workman was covered by management No.1 under the provisions of Employees State Insurance Act and Employees Provident Fund Act. On the joint completion of formalities on the part of the worker and management No.1 the insurance No.1713375137 and PF Account No.PB/CHD/29036/1894 were allotted in the name of the workman by management No.1. Management No.2 has no role in the said entire proceedings. The workman has not completed 240 days continuous services with management No.1 while doing contractual services at the premises of management No.2. The workman through management No.1 had started working at the premises of management No.2 with effect from 01.05.2016 as Helper and worked till 29.09.2017. The present claim against management No.2 is not maintainable as the workman was not having employees-employer relation with management No.2. Management No.2 has not violated any of the provisions of the law.

5. On merits, it is stated that the workman has joined services with management No. 1 as Helper and joined with management No. 2 for a fixed period on contractual basis to meet out the exigencies of the work.

The workman was not having technical knowledge and qualification and could be appointed as Assembler. Management No. 1 was paying wages to the workman and management No. 1 had control over her services. The service conditions of the workman were settled with management No. 1 and management No. 1 was governing services of the workman. The workman had not reported on duty on 01.10.2007 to management No. 2 and in case management No.1 has not taken on duty then management No. 2 could not be held responsible for the same. Management No.2 has not asked management No.1 to terminate the services of the workman. Management No. 2 received notice from the Conciliation Officer *vide* Memo No.6081 dated 14.12.2017 and filed the written comments dated 26.12.2017 that the demand notice was never served upon management No. 2. The workman had not made any of the efforts to supply a copy of the demand notice to management No. 2. The workman is not entitled for the compensation and / or reinstatement on services as far as management No. 2 is concerned. Remaining averments of the claim of the workman are denied as wrong and prayer is made that the present statement of claim of the workman may be declined and dismissed.

6. The workman filed rejoinder (it is not specifically mentioned whether the rejoinder is to the written statement of management No.1 or to the written statement of management No. 2), wherein the averments of the statement of claim are reiterated and the contents of written statement are denied as wrong except the admitted facts of the claim.

7. From the pleadings of the parties, following issues were framed:-

1. Whether the services of the workman were terminated illegally by the management, if so, what effect and to what relief she is entitled to, if any ? OPW
2. Whether there is no employer-employee relationship between management No. 2 and workman ? OPM-2
3. Relief.

8. In support of the case, the workman Aarti examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A'.

9. During the pendency of the present industrial dispute on 19.07.2022, learned representative for the workman suffered a statement, which was recorded separately, and reproduced as below :—

*"Stated that the workman has affected compromise with the management No.1. As per settlement, the workman has already received the agreed amount in the sum of Rs.70,000/- (Rs. Seventy Thousand Only). Therefore, under instructions of the workman, I do not intend to proceed further with the present industrial dispute claim being compromised. The present industrial dispute may be disposed off."*

10. Heard. In view of the aforesaid statement, the present industrial dispute is disposed off as settled by way of compromise. Consequently, the issues have become redundant and stands decided accordingly. Appropriate Government be informed. File be consigned to the record room.

(Sd.). . .,

The 19th July, 2022.

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory Chandigarh.  
UID No. PB0152.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 4th August, 2022

**No. 13/1/9885-HII(2)-2022/11631.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 19/2018 dated 19.07.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

JANKI RANI, HOUSE NO. 2368, RAM DARBAR, PHASE - II, CHANDIGARH. (Workman)  
AND

1. SHINE STANDARD, HOUSE NO. 55, SHIVALIK VIHAR, PATIALA ROAD, ZIRAKPUR, DISTRICT MOHALI.
2. T.K. INDIA, PLOT NO. 346-347, INDUSTRIAL AREA, PHASE - I, CHANDIGARH. (Management)

**AWARD**

1. Janki Rani, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*) wherein it is averred that the workman was appointed by management No.1 as Assembler on 20th April, 2015 and was deployed at the work place of management No. 2. The workman worked there up to 20th September, 2017 continuously when her services were illegally and wrongly terminated by refusing work. The workman was drawing ₹10,300/- per month as wages at the time of termination. On 01.10.2017 the workman went to attend her normal duty but was refused work by management No.1 on the pretext that management No.2 has directed it to reduce the labour force. Refusal of work, amounts to termination, retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25-F, 25-G & 25-H of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The employees junior to the workman were retained in service and new employees were appointed on her place. The violation of the same makes termination void. The workman had lodged a complaint with the Labour Inspector, Union Territory Chandigarh. The management refused to take the workman back on duty before the Labour Inspector. The workman served upon the managements a demand notice dated 26.10.2017 for her reinstatement. The managements neither replied the demand notice nor took the workman back on duty. The Conciliation Officer, Union Territory Chandigarh was requested for his intervention. The management No. 2 did not appear before the Conciliation Officer on any date fixed for settlement whereas management No.1 only sought adjournments but did not settle the dispute. Action of the managements was illegal, wrongful, motivated, against the principles of natural justice and amounts to unfair labour practice. Prayer is made that the workman be reinstated with continuity of service, full back wages and without any change in her service condition.

2. On notice, management No. 1 appeared through its authorized representative and contested the claim of the workman by filing written statement on 04.06.2019, wherein preliminary objections are raised on the ground that the services of the workman were never terminated, therefore, the demand notice was filed. The demand notice is not maintainable. Management No. 1 is just a placement / service provider agency and had employed the workman on the requirement of management No. 2. Management No. 2 *vide* its letter dated 24.08.2017 had appraised management No. 1 to reduce the work force because of recession. Resultantly, the



workman was told to join Max Hospital, Mohali with the same terms & conditions for her employment but she refused to do so. Thus, instead of terminating the services, as alleged by the workman, it is a case of disobedience of lawful order on her part.

3. On merits, it is stated that the workman had worked up to 20.09.2017. The answering management being an outsource / placement / service provider agency had engaged the workman for management No. 2, who *vide* its letter dated 30.09.2017 had reduced its work force on account of recession as there was no work with the management at Chandigarh. Before the Assistant Labour Commissioner, Chandigarh as per letter dated 19.12.2017, the workman was offered appointment at Max Hospital, Mohali with the same terms & conditions but the workman refused to obey the same. The workman is not entitled to reinstatement back in service, as claimed. Remaining averments of the claim of the workman are denied as wrong and prayer is made that the industrial dispute may be answered in favour of the management and against the workman.

4. On notice, management No. 2 appeared through its authorized representative and contested the claim of the workman by filing written statement on 21.08.2018, wherein preliminary objections are raised on the ground that the statement of claim of the workman is not maintainable in the present form and is liable to be dismissed on this sole ground. The workman has not approached this Hon'ble Court with clean hands and has concealed the valueable material in the claim statement. There was contractual agreement dated 14.03.2016 between management No.1 and management No. 2 for providing manpower on contractual basis for a fixed period at the premises of management No. 2 starting from 01.04.2016 to 31.03.2018. The terms & conditions of the contract stipulate that there shall be no relationship of employer & employee between the persons so deployed at the premises of management No. 2. As per applicable statutory provisions of law the workman was covered by management No.1 under the provisions of Employees State Insurance Act and Employees Provident Fund Act. On the joint completion of formalities on the part of the worker and management No. 1 the insurance No.1713293544 and PF Account No.PB/CHD/29036/1622 were allotted in the name of the workman by management No. 1. Management No.2 has no role in the said entire proceedings. The workman has not completed 240 days continuous services with management No.1 while doing contractual services at the premises of management No. 2. The workman through management No.1 had started working at the premises of management No. 2 with effect from 01.04.2015 as Helper and worked till 20.09.2017. The present claim against management No. 2 is not maintainable as the workman was not having employees-employer relation with management No. 2. Management No. 2 has not violated any of the provisions of the law.

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The 19th July, 2022.

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory Chandigarh.  
UID No. PB0152.

Secretary Labour,  
Chandigarh Administration.

## CHANGE OF NAME

I, Sunil Parshad, S/o Durga Parsad, # 93, Sector 16-A, Chandigarh, have changed my name to Sunil.

[686-1]

I, Manisha, W/o Neeshu Sharma, R/o 1290, Pushpac Complex, Sector 49-B, Chandigarh, have changed my name to Manisha Sharma.

[687-1]

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